

Contract no. 706

AGREEMENT
between the
BELMAR BOARD OF EDUCATION
and the
BELMAR TEACHERS' ASSOCIATION
1989-1990
and
1990-1991
and
1991-1992

Agreement the same for 92/93
with new guide attached

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PREAMBLE

This Agreement is entered into this 16th day of Feb. 1989, by and between the Board of Education of Belmar, New Jersey, hereinafter called the "Board", and the Belmar Teachers' Association, hereinafter called the "Association".

PROVISIONS OF AGREEMENT

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is ratified by the Board and the Association.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by Association, to the Board at 1101 Main Street, Belmar, New Jersey 07719.
 - 2. If by Board, to the Association president. The address of the Association president shall be provided to the Superintendent upon the opening of school each year.
- D. The Board and the Association agree to promote the statutes requiring affirmative action, that there shall be no discrimination, and that procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration

of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

- E. Any individual contract between the Board and any individual represented by the Association, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any contractual provisions of such an individual contract found to be inconsistent with the terms of this Agreement shall be void and this Agreement shall be controlling during its duration.

ARTICLE 1

RECOGNITION BY BOARD OF EDUCATION

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all certified educational personnel employed under contract, or on leave, but excluding Substitutes, Psychologists, Confidential Employees and others excluded by the Act.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission. The agreement negotiated by the parties shall be reduced to writing and be signed by the Board and the Association.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Subject to the provisions of N.J.S.A. 34:13A-1 et seq., the Board agrees not to negotiate concerning the terms and conditions of employment of said teachers in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by any person covered by this Agreement or the Association as to its rights in this Agreement of the Belmar Public School system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any established policy, agreement, or administrative decisions governing employee except that the term "Grievance" shall not apply to (1) any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education or (2) a complaint of a non-tenure teacher which arises by reason of his not being re-employed, or (3) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention required.

B. Principles

1. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time he should reasonably be expected to be aware of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time

limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Notwithstanding anything to the contrary contained in this Article, it is agreed that if, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent/Principal.

5. Rights of Teachers to Representation.

(a) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

(b) When a teacher is not represented by the Association in the time of submission of the grievance to the Board of Education at the fifth step of the grievance procedure, the Association will be notified that the grievance is in process and have the right to

be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(c) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

6. Costs

(a) Each party will bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which will be shared by the Board and the Association and such costs will be shared equally.

7. Miscellaneous

(a) Forms for filing grievances shall be prepared by the Superintendent. The Association shall submit its recommendations with respect to the format.

(b) All meetings and hearings under this procedure shall be conducted in private, except as may be required by law, and shall include all parties in interest, and their designated or selected representatives.

C. Procedure

1. Any employee who has a grievance shall discuss it first with the Superintendent/Principal.

2. If as a result of the discussion, the matter is not

resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to his superior specifying:

- (a) the nature of the grievance.
- (b) the nature and extent of the injury, loss or inconvenience.
- (c) the results of previous discussions.
- (d) his dissatisfaction with decisions previously rendered.
- (e) the relief which is sought.

3. The Superintendent/Principal shall communicate his decision to the employee in writing within ten (10) school days of the receipt of the written grievance.

4. If the grievance is not resolved to the employee's satisfaction, he no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. If a decision of the Board does not resolve the grievance to the satisfaction of the teacher and the Association wishes review by a third party they shall so notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision.

6. The following procedure will be used to secure the services of any arbitrator:

- (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (d) The decision of the arbitrator shall be advisory.

ARTICLE 4

TEACHERS RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. as a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment covered by this Agreement by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. No teacher shall be disciplined without just cause. Any

such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

- D. No teacher shall be prevented from wearing Association pins or other similar identification of membership in the Association or its affiliates, providing the wearing of such identification does not cause any disruption to the functioning of the school.
- E. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- F. Any criticism by a supervisor, administrator or Board member of a teacher and his instruction method shall be first made in confidence and not in the presence of students, parents, or at any public gatherings until such time as a reasonable opportunity for review and response has been provided. Any criticism of the Board, Board members, the Superintendent or any other supervisory or administrative

personnel shall be first made in confidence and not in the presence of students, parents, or at any public gatherings until such time as a reasonable opportunity for review and response has been provided.

- G. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Belmar School District based upon his or her professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without the teacher being notified and having had an opportunity to discuss the change.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times provided that permission has been granted by the Superintendent or his designee.
- B. The Association and its representatives may have the right to use the school building at reasonable hours for meetings provided permission has been granted by the Superintendent or his designee.
- C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in the building.
- D. The Association may use the school mailboxes in a reasonable manner with the permission of the Superintendent, provided that distribution of materials through the mailboxes will be effected by the Association.
- E. United States mail addressed to building representatives received in the building will be placed in their mailboxes.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

- G. The Board shall, upon request by the Association President, make known to the President when and where information is available that the Board is required by law to release to the public.
- H. The Association may appoint a committee to study orientation programs for new teachers and make recommendations to the Superintendent.

ARTICLE 6
SCHOOL CALENDAR

The Association shall meet with the Superintendent and submit to the Superintendent its recommendations for the school calendar on or before March 15th preceding the next school year.

ARTICLE 7
NONTEACHING DUTY

- A. No person represented by the Association, with the exception of the school nurse or nurses, shall be required to drive students to the students' home or to activities which take place away from the school building.
- B. Teachers will be assigned to non-teaching duties by the administration such as:
 - 1. Lunchroom supervision.
 - 2. Playground supervision.
 - 3. Central detention supervision, not to exceed five (5) days per teacher per year.

ARTICLE 8
TEACHER EMPLOYMENT

- A. Previously accumulated unused sick leave days will be restored to all returning teachers from extended leaves of absence.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Renewal notifications submitted to non-tenured teachers or employees covered by this Agreement shall be accepted or rejected within five (5) days of written notification. The written notification shall be receipted by the teacher and the full text of this paragraph shall appear on the cover sheet of the notice. Failure to notify the Board of acceptance within five (5) days shall constitute rejection of the contract and create a vacancy within the staff.
- C. The Board shall, in its sole discretion, have the authority to grant up to a maximum of full credit on the Teacher's Salary Schedule for previous outside teaching experience in a duly accredited public school upon initial employment with the school district. Additional credit not to exceed three (3) years for military experience and time spent on a Fulbright scholarship, may, at the sole discretion of the Board (except as required by law), be given upon initial employment.

- D. The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey Board of Examiners for every teaching assignment.
- E. The Board shall make every effort to provide substitute teachers for all teaching personnel. In those cases in which substitutes are not available, the Association recognizes the responsibility of the teachers to cover the classes of absent teachers. In the event a teacher is required to cover the class of an absent teacher during a regularly scheduled preparation period, such teacher shall receive compensation at the following rates:
- 1989-1990 school year. . . \$10.00 per regular classroom period.
- 1990-1991 school year. . . \$10.00 per regular classroom period.
- 1991-1992 school year. . . \$10.00 per regular classroom period.
- F. All substitute teachers shall perform all duties of the absent teacher.

ARTICLE 9

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules A, B and C which are attached hereto and made a part hereof. The salaries for non-academic positions are set forth on Schedule D which is attached hereto and made a part hereof.
- B. 1. The teachers shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have an amount of their monthly salary deducted from their pay. These funds shall be deposited with the Monmouth-Ocean Teachers Federal Credit Union and the deposit shall be made within ten (10) days of the pay date.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last teacher work day in June as defined by the Board.
- C. Teachers may elect to be paid on a summer payment plan pursuant to N.J.S.A. 18A:29-3, provided however, that notice of the election to be paid on this plan is given in writing to the Board Secretary on or before June 30th preceding the school year. In such event, payment to the teacher shall be made effective as of September 1st of the school year. If a teacher desires to discontinue the summer payment plan, notice shall be given in writing to the Board Secretary on or before June 30th preceding

the school year.

- D. The Board may withhold, for inefficiency or other good cause, any increment provided in Schedule A by a recorded roll call vote of the full membership of the Board. It shall be the duty of the Board, within ten (10) days of such action, to give written notice of its action to the teacher affected in a form substantially similar to that required by N.J.S.A. 18A:29-14.

ARTICLE 10
TEACHER ASSIGNMENT AND HOURS

- A. Teachers shall be given written notice of their tentative class and subject assignments nineteen (19) days after the April Board Meeting. The administration may alter, modify or change such assignments in the event of unusual circumstances or emergencies.
- B. In the event a change is required in the tentative assignment, prompt written notice will be given to the teacher affected. If a long term assignment is made, a teacher shall receive one (1) day release time.
- C. The Board will endeavor to provide teachers with one preparation period on each school day. Preparation periods will have a duration of forty-five minutes. The Superintendent (or his designee) may eliminate a teacher's preparation period and assign a teacher to classroom duty in the event of an emergency or scheduling difficulties. If a teacher's preparation period is eliminated and the teacher is assigned to classroom duty, the teacher shall be compensated in accordance with the provisions of Article 8, Section E.
- D. Teachers shall be required to report for duty at 8:15 on each school day and shall be permitted to leave after 2:40 on Monday through Thursday and after 2:30 on Friday. (The student day will commence at 8:20 and end at 2:30).

ARTICLE 11

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than April 1 of the academic year preceding the academic year for which the change is desired. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. Such request must be renewed in writing each year if it is not granted on initial application. The administration shall post tentative vacancies March 15.
- B. The Superintendent shall post a list of vacancies on March 15. The list shall include the educational background and work experience required for each position. In the event that vacancies occur after March 15, a list of such vacancies shall be posted not later than five (5) school days following the vacancies.

ARTICLE 12

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Involuntary transfers shall be accomplished as follows:

1. Definition - Transfers shall be construed as grade level or subject area.
2. In the event of an involuntary transfer or reassignment, the employee shall have the right to a conference with the Superintendent.
3. The teacher may, at his option, have a representative attend the conference with the Superintendent.

ARTICLE 13

PROMOTIONS

- A. A notice of vacancy in a promotional position shall be posted in the school at least one (1) week before applications are due except under unusual circumstances. A copy shall be sent to the Association. The list shall include the educational background and work experience required for each position.
- B. Teachers who desire to apply for such vacancy shall submit their application in writing to the Superintendent within the time limit specified within the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

ARTICLE 14

SUMMER SCHOOL PROJECTS AND SUMMER FEDERAL PROGRAMS

- A. All openings for positions in summer school projects, summer Federal projects, including Chapter I and other summer programs, shall be posted by the Superintendent in the school and a copy of the notice shall be sent to the Association. This list shall include the education background and work experience required for each position. Teachers desiring to apply for such openings shall submit their applications in writing to the Superintendent within the time limits specified in the notice. When the positions described in the notice have been filled, the Superintendent may destroy all applications for the position.
- B. The hourly rate of pay for the summer program shall be \$12.00 per hour. During each week a teacher is working in the summer program, the minimum number of hours of work shall be 16 hours and the maximum hours of work shall be 20 hours. All personnel hired for positions in the summer program shall be paid the stipulated hourly rate of pay without discrimination as to sex.

ARTICLE 15
TEACHER EVALUATION

- A. A teacher shall be advised an evaluation has been made and shall be given a copy of the evaluation report within two (2) days after the post evaluation/observation summary conference. No teacher shall be required to sign a blank evaluation form.
- B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- C. If derogatory reports or materials are to be retained for other than investigation, the teacher shall be given a copy of the reports or letters and initial to acknowledge the receipt of said copy, and be given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the teacher's file. If the material is not to be retained, it shall be destroyed by the Superintendent.

ARTICLE 16

TEACHER FACILITIES

- A. The Board shall provide a non-smoking faculty room and a faculty room in which smoking is permitted.
- B. The Association may install a soda machine in each faculty room. The cost of this item shall be borne by the Association and the profits, if any, shall be the property of the Association.
- C. The Association shall have the privilege to install additional facilities in the faculty rooms provided that such facilities do not require structural changes.
- D. The Board shall provide an adequate air conditioner in each faculty room.
- E. The Board shall provide a telephone in each faculty room. The telephone shall be restricted to local calls on the "681" exchange or any replacement thereof.

ARTICLE 17

INSTRUCTION LIAISON COMMITTEE

- A. A joint Instructional Liaison Committee shall be established within one (1) month of the opening date of the fall term. It shall consist of the Superintendent and/or his designee(s) (excluding any member of the unit and subject to the availability of the Superintendent and/or his designee(s); a member of the Board designated at its discretion; and ten (10) teachers. As to the ten teachers, two representatives shall be selected from each of the following areas: primary grades (K-3); middle grades (4-6); upper grades (7-8); Related Arts, Music, Industrial Arts, Physical Education and Art; and Special Services. Teacher representatives shall be selected by the Association.
- B. The Committee may study all academic areas in which it feels there is a need for review and recommendations to the Superintendent.
- C. The Instructional Liaison Committee shall meet with the Superintendent and/or his designee(s) once each month, or more frequently when needed, after pupil dismissal at such time designated by the Superintendent, except where extreme circumstances make it impractical to attend.
- D. The Board shall take note of the agenda and minutes of the meeting of the Instructional Liaison Committee. The

agenda and minutes shall be submitted to the Board by the Superintendent. Reports of the Committee or any study committee established by the Committee may include minority as well as majority views and must reflect the views of the Superintendent if stated.

- E. The agenda and minutes of the Instructional Liaison Committee meetings shall be duplicated by the office clerical staff.

ARTICLE 18

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Sick leave shall be defined to include the sickness of a teacher, his or her spouse and/or children.
- C. Any teacher who is absent five (5) or more consecutive school days must submit a medical certificate from the attending physician stating the medical basis of the sickness of the teacher or his/her spouse and/or children.
- D. Any teacher who is absent on a day immediately prior to or after a vacation/holiday period must submit a medical certificate from the attending physician stating the medical basis of the sickness of the teacher or his/her spouse or children.
- E. When sick leave exceeds the total leave permitted under this Article, the Board may, in its sole discretion, exercise one of the following options:
 - 1. The teacher, on a case by case basis as determined by the Board, may receive his/her salary less the compensation paid to a substitute teacher.

2. A sum equal to 1/200th of the teacher's annual salary will be deducted from the teacher's pay for each day of absence.

F. All teachers with twenty (20) years teaching experience shall be paid, upon retirement from the School District, the following sums for each accumulated sick day:

<u>School Year of Retirement</u>	<u>Per Diem Compensation</u>	<u>Maximum Compensation</u>
1989-1990	\$15.00 per day	\$3,000.00
1990-1991	\$20.00 per day	\$4,000.00
1991-1992	\$25.00 per day	\$5,000.00

ARTICLE 19

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulated leaves of absence with full pay each school year:

1. Death in "Immediate Family" - Upon the death of a member of the immediate family of the employee, said employee shall be granted five (5) consecutive days leave without deduction of pay. Death of relative outside immediate family - Each employee shall be allowed absence of one (1) day without deduction of pay. For this purpose, "Immediate Family" shall be interpreted as meaning: husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, others residing in the same domicile at the time of death or illness.
2. Three (3) days personal leave may be allowed to teachers. Provisions for religious holidays are included in this area. Two (2) days of the personal leave are at the discretion of the Superintendent. Teachers must notify the Superintendent, in writing, in advance of day requested stating reason for request. One day's personal leave shall be at the discretion of the teacher in cases of emergency. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day. Further, no personal leave will be granted one day prior to or after Thanksgiving or an extended vacation period. An extended vacation period is defined to be a vacation of more than one day.
3. Time necessary for appearance in any proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is subpoenaed to attend.
4. A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court,

(not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work.

5. A leave of absence of up to five (5) days without pay may be granted to a teacher at the time of his or her marriage. Application should be made to the Superintendent.

ARTICLE 20

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to one (1) year shall be granted to any teacher who serves as an exchange teacher or accepts a Fulbright Scholarship.
- B. A leave of absence without pay of up to one (1) year may be granted to a tenure teacher, only for the purpose of caring for a sick member of the teacher's immediate family. Request, in writing, must be made of the Board, through the Superintendent for approval. In addition, the leave must coincide with the school calendar year.
- C. All unused accumulative sick leave to which a teacher was entitled, at the time his leave commenced, shall be restored to him upon his return to duty.
- D. Other leaves of absence without pay may be granted by the Board in its discretion provided that written statement is submitted to the Superintendent setting forth the reasons for the request and further provided that the Superintendent recommends approval to the Board.

ARTICLE 21

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, subject to the following conditions:

1. A sabbatical leave shall be for one school calendar year.
2. Requests for sabbatical leave must be received by the Superintendent in writing, not later than February 15, and action should be taken on all such requests no later than May 15, of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full school years of service in the Belmar School District.
4. A teacher on sabbatical leave shall be paid by the Board at fifty (50) percent of the salary rate which he would have received if he had remained on active duty.
5. The teacher shall agree, in writing, to remain in the employ of the district for a period of not less than two (2) school years following his return from sabbatical leave.
6. The teacher on sabbatical leave will be requested to file periodic reports with the Superintendent.
7. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule receiving the benefit of salary increase while on leave, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

ARTICLE 22
MATERNITY LEAVE

- A. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement.
- B. It is recognized that a teacher's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the new born child.
1. Disability phase. Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the teacher shall specify in writing the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and the Board's physicians may be applied against accumulated leave time at

the option of the teacher.

2. Child-care phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

- C. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any teacher after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.
- D. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed

to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

ARTICLE 23
INSURANCE PROTECTION

- A. The Board shall pay the full premium, including family coverage, for each teacher under contract for the following:
- Blue Cross
 - Blue Shield
 - Rider J
 - Major-Medical Coverage
 - Two Dollar (\$2.00) co-pay prescription drug insurance
- B. The Board shall select the appropriate carrier of Major-Medical Coverage.
- C. The Board shall provide to each teacher any information relative to the policy which is provided by the carrier.
- D. The Board shall pay the full premium for employee, spouse and/or dependent children Group Dental Coverage as described in the insurance plan of the Connecticut General Insurance Company or any substitute carrier selected by the Board.

ARTICLE 24

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern of the Board except as it may affect the teacher's performance in his or her assigned functions.
- B. Teachers are entitled to the rights guaranteed by the Constitution of the United States and the Constitution of the State of New Jersey as such rights have been interpreted.
- C. The parties hereto agree that it is important to foster the principle of academic freedom insofar as the attainment of that goal is not inconsistent with the proper functioning of the school system.

ARTICLE 25

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Belmar Teachers' Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorized the Board to deduct. The Board agrees to deduct Association dues in accordance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Each teacher shall be offered the opportunity to authorize a deduction from his/her salary for participation in a Tax-Sheltered Annuity of the teacher's choice.

ARTICLE 26

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. All certificated personnel under contract, may obtain reimbursement for the cost of tuition for a maximum of ten (10) semester hours of credit per school year (July 1st through June 30th - including summer session) on the following basis:
 - 1. Course selections are made in conjunction with the Superintendent.
 - 2. Maintenance of a grade of "B" or better.
 - 3. The cost of tuition credits will be reimbursed at an amount not to exceed those rates in effect at Rutgers University, the State University of New Jersey.
- B.
 - 1. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association contributions to all aspects of strengthening the education program to best meet the needs of the students, the school, and the community.
 - 2. The Association may cooperatively participate in any aspect of an experimental or other project or program proposed by the Board. Such participation shall include, but not be limited to inquiry, study, research, deliberations, recommendations, implementation and evaluation of the proposed system.

ARTICLE 27

ADVISORY COUNCIL

A joint Advisory Council consisting of five (5) members of the Association appointed by the Association, three (3) members of the Board of Education appointed by the Board of Education, and two (2) administrators appointed by the Board of Education, is hereby established. The Council shall meet at least four times a year or as the need arises and discuss matters of mutual concern in the Belmar School District. The primary functions of the Council are to recommend for consideration by the Board of Education the establishment of policies and practices pertinent to the functioning of the District. Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees, such additional members, teachers, administrators, students, parents, Board of Education members as the original members herein designated shall determine are desirable and appropriate for said purpose. The intent of this Article is not to circumvent standing procedure and policies relating to specific cases or controversies.

In the event the Advisory Council is not implemented during the 1988/1989 school year, this article shall be deleted from this Agreement.

ARTICLE 28

REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum

allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification.

Once during each membership year covered in whole or in part of by this agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the teacher begins his or her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.

3. Termination of Employment.

If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled

under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes.

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Teachers.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all teachers who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such teachers.

D. Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE 29

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and shall continue in full force and effect until June 30, 1992. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. In witness whereof, the parties have caused this Agreement to be signed by its authorized representatives.

Belmar Teachers' Association

Belmar Board of Education

Douglas A. Kricke

President

President

ATTEST:

Robert T. Brennan

Secretary

Secretary

SCHEDULE "D"

Non-Academic Guide

Guide 1 - 1-3 years experience

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
Band ✓	1,000.	1,100.	1,200.
Chorus ✓	600.	700.	750.
Soccer	900.	1,000.	1,100.
Softball	900.	1,000.	1,100.
Baseball	900.	1,000.	1,100.
Cheerleading —	1,050.	1,150.	1,250.
Basketball	1,050.	1,150.	1,250.
A.V.	800.	900.	1,000.

Guide 2 - 4+ years experience

Band	1,400.	1,500.	1,650.
Chorus	600.	700.	800.
Soccer ✓	1,150.	1,300.	1,450.
Softball ✓	1,150.	1,300.	1,450.
Baseball ✓	1,150.	1,300.	1,450.
Cheerleading	1,150.	1,300.	1,450.
Basketball ✓	1,500.	1,700.	1,900.
A.V. ✓	1,100.	1,200.	1,250.

SCHEDULE "A"

1989/1990

YEARS EXP	STEP	BA	MA	MA+
1-2	1	22,175.	22,775.	24,000.
3	2	22,750.	23,500.	25,000.
4	3	23,425.	24,300.	26,000.
5-9	4	23,900.	25,050.	27,000.
10	5	25,695.	27,500.	29,000.
11	6	26,575.	28,570.	30,500.
12	7	28,400.	30,300.	32,500.
13-15	8	30,170.	32,000.	34,500.
16-17	9	32,145.	33,120.	35,500.
18	10	33,720.	35,520.	37,000.
19	11	35,500.	36,820.	39,500.
20+	12	40,770.	42,070.	43,770.

SCHEDULE "B"

1990/1991

YEARS EXP	STEP	BA	MA	MA+
1	1	23,400.	24,000.	25,000.
2-3	2	24,025.	24,675.	26,000.
4	3	24,650.	25,450.	27,000.
5	4	25,375.	26,250.	28,100.
6-10	5	25,900.	27,050.	29,100.
11	6	27,805.	29,600.	31,100.
12	7	28,775.	30,770.	32,800.
13	8	31,000.	33,000.	34,500.
14-16	9	33,270.	34,500.	36,800.
17-18	10	36,345.	37,020.	38,500.
19	11	38,520.	40,320.	41,800.
20+	12	43,620.	45,020.	46,770.

SCHEDULE "C"

1991/92

YEARS EXP	STEP	BA	MA	MA+
1	1	25,000.	25,600.	26,500.
2	2	25,600.	26,200.	27,500.
3-4	3	26,325.	26,975.	28,500.
5	4	27,000.	27,850.	29,500.
6	5	27,825.	28,700.	30,500.
7-11	6	28,400.	29,650.	32,000.
12	7	30,405.	32,400.	34,000.
13	8	31,500.	33,670.	36,000.
14	9	34,000.	36,800.	38,000.
15-17	10	36,370.	37,700.	41,000.
18-19	11	39,745.	40,270.	43,000.
20+	12	46,920.	48,370.	50,270.

1992-93

	BA		MA		MA+
1	26200		26600		27400
2	26400		27200		28150
3	27000		27800		29200
4	27925		28625		30300
5	28650		29550		31350
6	29525		30450		32400
7	30150		31450		33950
8	32265		34375		36000
9	33400		35720		38100
10	36200		38800		40200
11	38795		39900		43300
A12	46745		47270		
12	49320		50845		52820

1992-93

BELMAR BOARD OF EDUCATION
1101 MAIN STREET
BELMAR, NEW JERSEY 07719

	BA		MA		MA+
1	26200		26600		27400
2	26400		27200		28150
3	27000		27800		29200
4	27925		28625		30300
5	28650		29550		31350
6	29525		30450		32400
7	30150		31450		33950
8	32265		34375		36000
9	33400		35720		38100
10	36200		38800		40200
11	38795		39900		43300
A12	46745		47270		
12	49320		50845		52820